

After Recording Return To:  
**NATION ONE MORTGAGE COMPANY, INC.**  
**700 LONGWATER DRIVE**  
**NORWELL, MA 02061**

*Country wide*  
*6/14/05*  
*146887*

[Space Above This Line For Recording Data]

## MORTGAGE

MIN: 100238500001468876

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **May 04, 2005**, together with all Riders to this document.

(B) "Borrower" is **R. SUSAN WOODS, A SINGLE WOMAN**

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is **NATION ONE MORTGAGE COMPANY, INC.**

Lender is a **CORPORATION** organized and existing under the laws of **MASSACHUSETTS**.  
**700 LONGWATER DRIVE, NORWELL, Massachusetts 02061** Lender's address is

(E) "Note" means the promissory note signed by Borrower and dated **May 04, 2005**. The Note states that Borrower owes Lender **One Hundred Thirty Six Thousand and no/100 Dollars (U.S. \$ 136,000.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **June 01, 2035**.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the **COUNTY** of **HAMPSHIRE** :  
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

**ALL THAT CERTAIN REAL PROPERTY AS MORE PARTICULARLY DESCRIBED ON EXHIBIT A ATTACHED  
HERETO AND MADE A PART HEREOF**

which currently has the address of

**70 RUSSELL STREET**  
[Street]

**HADLEY**  
[City]

, Massachusetts

**01035**  
[Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 12 of this Security Instrument and in any Rider executed by Borrower and recorded with it.

R. SUSAN WOODS

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

Witness:

Witness:

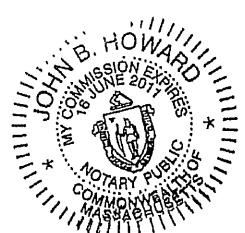
Commonwealth of Massachusetts,      Hampshire      County ss:

On this      4th      day of      May, 2005

, before me personally appeared

R. Susan Woods

to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their free act and deed.



John B. Howard  
Notary Public

My commission expires:

16 June 2011

**EXHIBIT A**

The land in Hadley, Hampshire County, Massachusetts, with the buildings thereon, situated on the northerly side of Russell Street, also known as Route 9, in the Town of Hadley, Massachusetts, more particularly bounded and described as follows:

Beginning at the southwesterly corner of the premises herein described which is the southeasterly corner of Lot 10 shown on a Plan of Lots entitled "Plan of Building Lots in Hadley, Massachusetts Belonging to Messers, Crosby & Coolidge" recorded in the Hampshire County Registry of Deeds in Book 531, Page 310 and thence running northerly along the easterly line of Ryan's land 275.1 feet to land of the Boston & Maine Railroad; thence easterly 75.2 feet to a corner now established; thence southerly 278.5 feet to a corner which is 75 feet from the first mentioned corner; thence westerly along said Russell Street 75 feet to the point of beginning.

SUBJECT TO an easement to the Town of Hadley to lay and maintain sewer pipes dated November 18, 1974, and recorded with the Hampshire County Registry of Deeds in Book 1808, Page 103.

SUBJECT TO an easement to construct a sidewalk dated May 24, 1949, recorded with the Hampshire County Registry of Deeds in Book 1066, Page 429.

SUBJECT TO an easement to Amherst Gas Co. to maintain gas lines dated May 24, 1915, and recorded with the Hampshire County Registry of Deeds in Book 712, Page 533.

SUBJECT TO a taking by the Department of Highways, acting on behalf of the Commonwealth of Massachusetts dated June 12, 2002 and recorded in the Hampshire County Registry of Deeds Book 6685, Page 52.

Being the same premises described in the deed of Stephen H. Armstrong, Jeanne H. Armstrong, John R. Mullin and Judith A. Mullin d/b/a Armstrong Mullin Realty Partnership dated 2 April 2005 and recorded herewith in said Registry.

ATTEST: HAMPSHIRE, Marianne L. Donohue, REGISTER  
MARIANNE L. DONOHUE